

Contract # 1924

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

APR 4 1994

RUTGERS UNIVERSITY

CONTRACT

BETWEEN

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

PUBLIC EMPLOYEES SERVICE UNION LOCAL 702

REPRESENTING

OCEAN COUNTY CONSTRUCTION INSPECTION SUB-CODE OFFICIALS

April 1, 1993 - March 31, 1996

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6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.

8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Board.

10. To make or change Board rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.

11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

#### ARTICLE IV

##### NO STRIKE CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Board's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of



1. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

## 2. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Formal grievances and appeals shall be filed in writing.

C. Communications and decisions concerning formal grievances shall be in writing.

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

E. Grievance may only be advanced by Step 2 or higher by Union Officers or Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator.

G. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board.

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

## 3. Processing

A. Time Limit - The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission date on the grievance form.

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the union representative may appeal the Department Head's written answer within seven (7) work days after receipt of the answer at the first step by the grievant.



7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

8. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires Legislative action, such decisions shall be effective only if such legislation is enacted.

9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

#### 4. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. All records of grievance processing shall be filed separately.

3. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and Employees Relations Director will distribute the forms as required.

4. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

5. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.

6. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

### ARTICLE VI

#### EMPLOYEE MANUALS

For informational purposes, Personnel Handbooks have been prepared and distributed by the Department of Employee Relations to all employees in the bargaining unit.

### ARTICLE VII

#### NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

C. Any current members or those hired into the bargaining unit shall hold a Civil Service title as recognized in Appendix A. These titles are for one and only one discipline and shall be continued. Work duties of this bargaining unit shall be performed by these members with the exception of Supervisory Officials who shall perform duties in one discipline only, except in an emergency basis as determined by the Department Head. It is recognized that currently one supervisory official is performing two disciplines and that will continue in his case (James Erdman, Plumbing & Building).

## ARTICLE X

### SENIORITY

A. All Construction Inspection Sub-Code Officials are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of a notice on the Employee Relations bulletin board indicating the type of opening or vacancy that is occurring. It will be the responsibility of the employees in the bargaining unit to read the notice.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer with respect to promotions, however, service will be considered broken for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.

2. Should an employee retire.

3. Should an employee suffer a validated dismissal.

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.

5. Should an employee be absent without leave for more than five (5) days except for extenuating circumstances.

6. If necessary, Construction Inspection Sub-Code Officials will be laid off based upon seniority in accordance with existing New Jersey Department of Personnel rules and regulations and County policy.

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by New Jersey Department of Personnel law and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.



### ARTICLE XIII

#### BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent, grandchild, uncle or aunt of the employee; and any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

### ARTICLE XIV

#### HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan after the 1st of the month following three (3) full months of employment.

The eligible employee shall have the option of choosing between the following existing plans:

1. Conventional Blue Cross/Blue Shield and Major Medical insurance.
2. Medigroup Shoreline HMO (Health Maintenance Organization) with supplemental coverage.

The eligible employee may change plans only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one (1) full year.

There shall be no change in either of the existing plans except in the case of a new plan that is equivalent or better.

## ARTICLE XVI

### DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Public Employees Service Union Local 702. A list of the names of deductees will be forwarded annually.

## ARTICLE XVII

### VACATION TIME

Vacation leave will be granted to each full-time employee in hours on the following basis:

1. For an employee with no more than twelve (12) months of service...one (1) day, in hours, for each calendar month employed.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.

3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.

4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.

5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three month period shall not be entitled to any leave accumulated during that time.

Each employee shall be informed of his/her Vacation Time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation leave paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation leave will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.



4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.

5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31, of the year preceding the year during which payments will be made.

#### How the Program Works:

1. During January of each year (beginning in 1990), an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with Civil Service rules and regulations.

\* Waived during 1989.

#### ARTICLE XX

##### VISION CARE

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan".

#### ARTICLE XXI

##### UNION LEAVE

Members of the bargaining unit may use up to a total of twenty (20) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business. Use of Union Leave must directly pertain to the Construction Inspection Sub-Code Officials represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

## ARTICLE XXVI

### CLOTHING MAINTENANCE

A. Effective on or about October 1, 1994 and on or about October 1, 1995 members in this bargaining unit shall receive the sum of Two Hundred and Fifty Dollars (\$250.00) per annum to defray the cost of clothing maintenance.

## ARTICLE XXVII

### FAMILY DENTAL PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.) . . . . .	100%
Treatment and therapy (Fillings) . . . . .	80%
Prosthodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory) . . . . .	50%
Orthodontics (limited to \$800. per patient over a 5 year period) . . . . .	50%

## ARTICLE XXVIII

### DISABILITY PLAN

All employees covered by this Agreement are eligible for coverage under the County's existing sixty (60) day disability plan. All of the conditions and controls under the plan are applicable to these employees.



retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April, 1989, extended coverage will continue through December 1, 1991.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Union agrees that the Department of Employee Relations will be notified of any changes in individual circumstances which may permit a reduced level of coverage. It is understood and agreed by the parties that the language contained herein is replaced by the language contained in Article XIV, effective on April 1, 1994.

All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

Effective April 1, 1994 this Article is modified to be consistent with Article XIV.

#### ARTICLE XXXIII

##### FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

Effective April 1, 1994 this Article is modified to be consistent with Article XIV.

#### ARTICLE XXXIV

##### FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

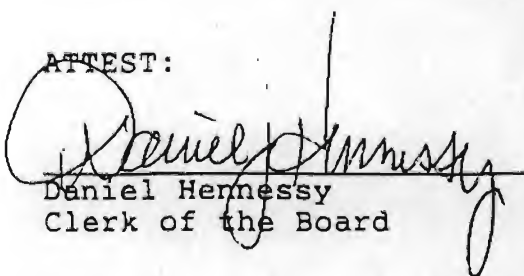
#### ARTICLE XXXV

##### SALARY

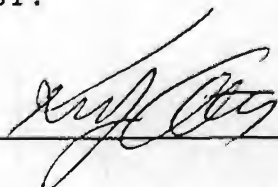
1. As demonstrated by Appendix B, effective April 1, 1993, salary increases for the members of this bargaining unit shall be as follows:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 22<sup>nd</sup> day of March, 1994.

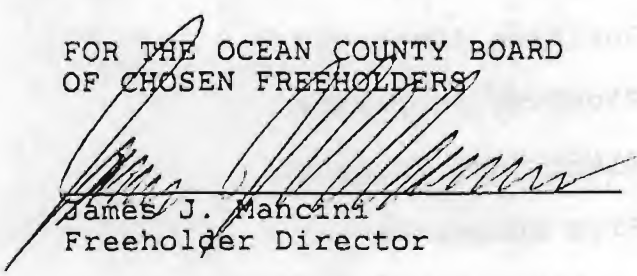
ATTEST:

  
Daniel Hennessy  
Clerk of the Board

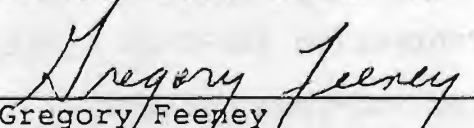
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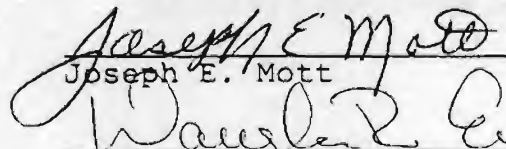
  
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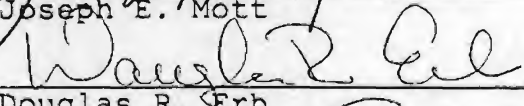
FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

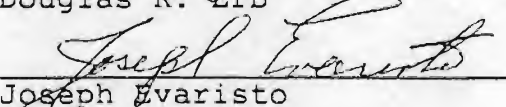
  
James J. Mancini  
Freeholder Director

FOR THE PUBLIC EMPLOYEES  
SERVICE UNION LOCAL 702

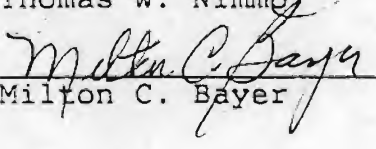
  
Gregory Feeney  
Business Representative

  
Joseph E. Mott

  
Douglas R. Erb

  
Joseph Evaristo

  
Thomas W. Nimmo

  
Milton C. Bayer



APPENDIX B  
CONSTRUCTION INSPECTION/SUB-CODE OFFICIALS  
SALARY CHART

April 1, 1993 - March 31, 1996

<u>April 1, 1993</u>	<u>*RCS</u>	<u>*ICS</u>	<u>*HHS</u>	<u>**HHS Sub-Code</u>	<u>Sub-Code License</u>
ELECTRICAL	\$31,980	\$38,220	\$41,340	\$42,380	\$ 1,000
PLUMBING	\$31,980	\$38,220	\$41,340	\$42,380	\$ 1,000
BUILDING	\$31,980	\$38,220	\$41,340	\$42,380	\$ 1,000
FIRE	\$31,980	\$38,220	\$41,340	\$42,380	\$ 1,000

April 1, 1994

ELECTRICAL	\$33,259	\$39,749	\$42,994	\$44,075	\$ 1,000
PLUMBING	\$33,259	\$39,749	\$42,994	\$44,075	\$ 1,000
BUILDING	\$33,259	\$39,749	\$42,994	\$44,075	\$ 1,000
FIRE	\$33,259	\$39,749	\$42,994	\$44,075	\$ 1,000

April 1, 1995

ELECTRICAL	\$34,589	\$41,339	\$44,713	\$45,838	\$ 1,000
PLUMBING	\$34,589	\$41,339	\$44,713	\$45,838	\$ 1,000
BUILDING	\$34,589	\$41,339	\$44,713	\$45,838	\$ 1,000
FIRE	\$34,589	\$41,339	\$44,713	\$45,838	\$ 1,000

\* RCS, ICS & HHS Licenses - salary adjustment is calculated on base only.

\*\* HHS Sub-Code License - salary adjustment is calculated on base including Sub-Code.